

Exhibit "A"

Final

APPROVED BY THE
JEFFERSON COUNTY COMMISSION

DATE: 1-20-99
MINUTE BOOK: 123
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LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 20 day of Jan by and between B.A.S.L.L.P., by All South Properties, Inc., Agent, whose address is 200 Citation Court, Suite 100, Birmingham, Alabama 35209, (hereinafter referred to as "Landlord"), and JEFFERSON COUNTY, ALABAMA (License Division) whose address is Department of General Services, Room I, Courthouse, Birmingham, Alabama 35263-0071 (hereinafter referred to as "Tenant").

Section 1. LEASED PREMISES:

(a) Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the following described premises (hereinafter referred to as the "Leased Premises") situated in Jefferson County, Alabama, to-wit: See Exhibit "A".

A free standing building consisting of approximately 15,000 square feet, located at 813 Greensprings Highway, Birmingham, Alabama 35209, as a part of Greensprings shopping center (hereinafter referred to as the "Shopping Center"). The location and boundaries of the Leased Premises are identified and outlined in red on the Site Plan attached hereto as Exhibit "A-1" and made a part hereof. The Site Plan also shows outlined in red "Tenants Reserved Parking", which shall be approximately 110 parking spaces. 7,200/1,000

Notwithstanding Exhibit "A-1", Landlord shall not be deemed to, and does not represent or warrant to Tenant that the Shopping Center has or will have any specified tenant or tenants, tenant mix, or type or types of business therein, or that the locations or dimensions of the premises of any other tenants of the Shopping Center, nor the design or layout of the Shopping Center, are exactly as indicated on Exhibit "A-1", and Landlord expressly reserves the right to increase, reduce or change the number, dimensions and locations of the walks, buildings parking areas and other facilities in any manner whatsoever as Landlord shall deem proper and reserves the right to make alterations or addition to, and to build additional stories on the building in which the Leased Premises are contained and to add buildings adjoining the same or elsewhere in the Shopping Center.

(b) For all purposes under this Lease, the term "floor area" of the Leased Premises in the Shopping Center shall be 15,000 square feet. In computing the leasable area of the Shopping Center or the Leased Premises no deductions shall be made for columns, partitions, stairs or other structures or equipment. Landlord reserves the right to alter the total square footage in the Shopping Center in the event Landlord alters, reconstructs or rebuilds the Shopping Center.

(c) Landlord hereby covenants that no portion of the Green Springs Shopping Center property shall be leased or otherwise used by any tenants or other occupants for any of the following purposes during the term of this Lease or any extension thereof:

- (1) Sale, lease or exhibition of any X-rated or pornographic movies;
- (2) Stores or other establishments known as "adult bookstores" or other similar establishments;
- (3) Sale of any alcoholic beverage, including beer, wine or liquor, at wholesale or retail, on premises or off premises.

Section 2. COMPLETED DOCUMENT AND WAIVER: The submission of this Lease for examination by Tenant does not constitute an offer or option to lease the Leased Premises, nor is it intended as a reservation of the Leased Premises for the benefit of Tenant. On the contrary, it is expressly understood that this Lease shall not be effective or binding upon the parties until it is fully and properly executed by Tenant and Landlord, and the center is closed in the name of B.A.S.L.L.P.

Section 3. LENGTH OF TERM: The term of this Lease shall be for fifteen (15) years next following the commencement of the term, unless sooner terminated as herein provided. Provided Tenant is not in default and is in full operation during the entire final year of the initial term of this Lease, Tenant, at its option, shall be entitled to renew this Lease for three (3) additional terms of five (5) years each by giving a written notice of its intention to do so to the Landlord not less than six (6) months before the end of the term of this Lease or the prior renewal term if the lease had previously been extended.

Commence May 1, 2000

Section 4. COMMENCEMENT OF TERM: The term of this Lease shall commence upon the earlier of the following dates: (a) thirty (30) days after delivery of possession of the Leased Premises to Tenant for commencement of Tenant's Work, or (b) the date on which Tenant shall open the Leased Premises for business. If the lease commences on a day other than the first day of a month, the term shall commence on the first day of the following month provided, tenant shall not be responsible for rent for the period of Aug. 15, 1999, to Nov. 15, 1999, unless tenant actually occupies the premises.

Section 5. SECURITY DEPOSIT: (Deleted)

Section 6. STATEMENT AS TO LEASE TERM: When the commencement and the termination date of the Lease term have been determined as provided in Section 4 hereof, upon request of either party or Landlord's mortgagee, Landlord and Tenant shall execute and deliver in recordable form a written statement specifying therein the commencement date and termination date of the Lease term.

Section 7. RENT: Tenant covenants and agrees that it will pay Landlord as fixed minimum rent for the Leased Premises during the term of this Lease, as follows:

(a) An initial annual fixed minimum rent at the rate of One Hundred Ninety Six Thousand Three Hundred Thirty Two and 00/100 (\$196,332.00) Dollars per annum, subject to Section 7. (d) below, payable in equal monthly installments of Sixteen Thousand Three Hundred Sixty One and 07/100 (\$16,361.07) Dollars per month, is due and payable, in advance, on the first day of each month during the term of this Lease without any set off or deduction whatsoever. Annual rent due shall be increased by the lesser of 1% or the C.P.I., beginning in the 6th year and for each year thereafter for the life of the lease.

(b) Tenant shall pay the prorata monthly portion of the fixed minimum rent for any fractional period of a month included in the term of this Lease. Such proration shall be based on a thirty (30) day month and shall be due and payable at the beginning of such fractional period.

(c) Tenant hereby agrees to pay interest on all delinquent rental charges of every type and nature at the rate of \$53.87 per day after the 10th of the month in which the rent is due.

(d) Total actual fixed rent due and payable will be based upon the cost schedule estimate reflected in **Exhibit "C."** The final rent will be additionally adjusted to reflect a true Ten (10%) Percent of total building construction costs plus maintenance amortization.

Section 8. ADDITIONAL RENT: In addition to the foregoing fixed minimum rent, all other payments hereunder to be made by Tenant to Landlord shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such and shall be due and payable on demand or together with the next succeeding installment of fixed rent, whichever shall first occur. Landlord shall have the same remedies for failure to pay "additional rent" as for a nonpayment of rent.

Section 9. NO PARTNERSHIP: Landlord shall in no event be construed, held or become in any way or for any purpose a partner, associate or joint venturer or Tenant or any party associated with Tenant in the conduct of Tenant's business or otherwise.

Section 10. TENANT RELOCATION: Landlord reserves the right to relocate Tenant into a new facility in the Shopping Center if Landlord redevelops the property during the lease term or any renewal term. In such event, Landlord shall make available to Tenant space within the building comparable in location and quality to the original demised premises. Landlord shall pay directly related reasonable costs, including space planning, construction, and moving expenses.

In the event that Landlord and Tenant are unable to reach an agreement on relocation satisfactory to Tenant, and in the event that Landlord enforces its right of relocation, Tenant shall have the right to terminate the remaining term of the lease.

Section 11. PLACE OF PAYMENTS AND DELIVERY OF REPORTS: All rents and other payments payable hereunder by Tenant to Landlord shall be paid, in lawful money of the United States, to Landlord, at 813 Green Springs Highway, Birmingham, Alabama 35209, and all reports required to be rendered to Landlord by Tenant shall be delivered to such address, unless Landlord shall otherwise designate by Notice of Tenant.

Section 12. DELIVERY OF POSSESSION: The Leased Premises are leased as is without any further work required of Landlord, except that work outlined in **Exhibit "B"**.

Section 13. - ALTERATIONS: Tenant shall have the right to make such non-structural alterations to the interior of the building as it may desire, provided, however, that any repairs or alterations undertaken by the Tenant shall not impair the structural safety of the building and provided that Tenant notifies Landlord in writing prior to the initiation of such repairs or alterations. Landlord, however, reserves the right to enter upon said premises and to make such repairs and to do such work on said premises as Landlord may deem necessary or proper or that the Landlord may be lawfully required to make, with the least disturbance to Tenant. Landlord reserves the right to visit and inspect said premises at all reasonable time during the term hereof, and show space to prospective tenants during the last year of the term hereof.

Section 14. TENANT'S INSTALLATIONS: Tenant shall, at Tenant's cost and expense, at all times

104 during the term of this Lease keep the Leased Premises equipped with all trade equipment, furniture, operating
105 equipment, furnishings, fixtures, floor coverings and exterior signs and any other equipment necessary for the proper
106 operation of Tenant's business. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall
107 not do any construction work or alterations, nor shall Tenant install any equipment other than unattached movable trade
108 fixtures, without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and
109 specifications for such work at the time approval is sought. Any alterations, additions, improvements and fixtures
110 installed by Tenant to the Leased Premises, other than unattached movable trade fixtures, furniture and decorations, shall
111 upon the expiration or earlier termination of this Lease become the property of Landlord. Unattached movable trade
112 fixtures shall not include, among other things, store front, doors or gates, plumbing, electrical, wall and ceiling electrical
113 fixtures, sprinklers, and heating, ventilating and air conditioning systems. No item of whatever nature not actually
114 purchased and installed by Tenant shall be removed. Provided Tenant is not in default hereunder, Tenant may upon the
115 expiration or termination of this Lease, remove unattached movable trade fixtures, furniture and decorations installed by
116 Tenant, and Tenant shall completely and satisfactorily repair any and all damage to the Leased Premises resulting from
117 such removal. Any such personal property of Tenant not removed within five (5) days following notice by Landlord to
118 Tenant to remove the same shall, at Landlord's option, become the property of Landlord.

119 At termination of this Lease, the counters and partitions installed by Tenant shall remain as property owned by
120 the Tenant. The Tenant shall promptly remove said items upon termination of the lease and vacation of the premises and
121 repair any damage caused by such removal.

122 **Section 15. USE OF PREMISES:** Tenant covenants to use the Leased Premises solely for the purpose of
123 office space.

124 **Section 16. OPERATING OF BUSINESS:** Tenant covenants at all times during the lease term, except
125 when and to the extent the Leased Premises are untenable by reason of fire or other casualty, or condemnation, to: (a)
126 conduct its business in the entire Leased Premises in a high grade and reputable manner so as to help establish and
127 maintain a good reputation for the Shopping Center; and (b) keep the Leased Premises and exterior and interior portions
128 of windows, doors and all glass and plate glass in a neat, clean, sanitary and safe condition.

129 **Section 17. LAWS, WASTE OR NUISANCE:** Tenant shall at its own cost and expense; (a) comply with
130 all governmental laws, ordinances, orders and regulations affecting the Leased Premises now in force or which hereafter
131 may be in force; (b) comply with and execute all rules, requirements and regulations of Landlord's insurance carriers and
132 other organizations establishing insurance rates; (c) not suffer, permit to commit any waste or nuisance; (d) keep the
133 Lease Premises equipped with all safety appliances required by Tenant's use of the Leased Premises; and (e) procure all
134 licenses and permits required for Tenant's use of the Leased Premises.

135 **Section 18. SIGNS, AWNINGS AND CANOPIES:** Tenant shall, at Tenant's cost and expense, purchase
136 identification signs for the exterior of Tenant's store front as designated by Landlord, and shall install and maintain them,
137 in good condition and repair. Such signs shall comply with the design criteria set forth in Exhibit "E". Other than the
138 foregoing identification signs, Tenant shall not place or suffer to be placed or maintain any sign, awning or canopy in,
139 upon or outside the Leased Premises or in the Shopping Center. Landlord will cooperate with Tenant in the redesign of
140 Tenant's signs on the premises and further will cooperate with Tenant in redesign of the sign pylon. Tenant signage will
141 remain the sole expense of Tenant.

142 **Section 19. ASSIGNMENT AND SUBLETTING:** Tenant shall not assign, mortgage or encumber this
143 lease, in whole or in part sublet all or any part of the Leased Premises without the prior written consent of Landlord.
144 The Landlord's decision to withhold such consent, for whatever reason, if any, shall be absolute and binding on Tenant.
145 Landlord shall have the right to arbitrarily withhold consent at its sole discretion and both parties acknowledge that this
146 has been separately considered and bargained for. The consent by Landlord to any assignment or subletting shall not
147 constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition
148 against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by
149 operation of law. Notwithstanding any assignment or subleases, Tenant shall remain fully liable and shall not be
150 released from any of Tenant's obligations of liabilities under this Lease. If Tenant is a corporation and if any transfer,
151 sale, pledge or other disposition of the common stock shall occur, or power to vote the majority of the outstanding
152 capital stock be changed, then Tenant shall so notify Landlord and Landlord shall have the right, at its option, to
153 terminate this Lease upon five (5) days notice to Tenant.

154 **Section 20. REPAIRS:**

155 (a) Landlord shall be responsible for maintaining the exterior of the building and HVAC, except for
156 doorways and doors leading into the premises. Furthermore, all expenses incurred in maintaining the common areas,
157 including, but not limited to, the parking lot, landscaping, parking lot lighting, driveways, sidewalks, sewer lines (other
158 than the lateral lines to the Tenant's building), water lines (up to Tenant's meter), and any other expenses incurred in
159 maintaining the common areas. Notwithstanding the provisions of this paragraph or the Lease to the contrary, Landlord
160 shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or
161 other personal property of Tenant or Tenant's business.

162 (b) Except for repairs required by subsection (a) of this Section to be performed by Landlord, Tenant
163 shall, be responsible for maintaining and repairing the interior of the building occupied by Tenant, and, maintaining all
164 improvements in good working order. This shall include maintenance of electrical, lighting, and plumbing systems,
165 payment of all utilities charges servicing Tenant's premises, keeping premises clean and free of debris.

(c) If Tenant refuses or neglects to make repairs required hereunder to be made by Tenant, or if repairs are required by reason of the act or omission of Tenant, Tenant's employees, agents, invitees, licensees or contractors, Landlord shall have the right, but shall not be obligated, to make such repairs on behalf of and for the account of Tenant. In such event, such work shall be paid for by Tenant as additional rent promptly upon receipt of a bill therefor.

Section 21. MECHANICS', MATERIALMEN'S AND OTHER LIENS: Should any mechanics', materialmen's or other liens be filed against the Leased Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be cancelled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

Section 22. UTILITY SERVICES AND CHARGES: Tenant shall pay all charges for heat, water, electricity, and other utility services, used or consumed in the Leased Premises, including, but not limited to, sewer and sewer service charges. Landlord shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, heat, gas, electric current for light and power, telephone or any other service.

Section 23. USE OF COMMON AREAS AND FACILITIES: Landlord shall make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate. All common areas and other facilities in or about the Shopping Center provided by Landlord shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area level, location and arrangement of parking areas and other facilities; to restrict parking by Tenants, their officers, agents and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any person or the public therein; to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Landlord shall operate and maintain the common areas and facilities in such manner as Landlord in its discretion shall determine, and Landlord shall have full right and authority to employ and discharge all personnel with respect thereto. Tenant agrees to abide by such regulations as Landlord may from time to time impose with respect to the use of the common areas and facilities. "Common areas and facilities," whether such terms are used individually or collectively, shall mean all areas, space, equipment, signs and special facilities provided by Landlord for the common or joint use and benefit of the Tenants in the Shopping Center, and their employees, agents, servants, customers and other invitees, including, but not limited to parking areas, access roads, driveways, retaining walls, landscaped areas, truck serviceway, sidewalks, security, fire protection, and parcel pick-up stations.

Section 24. INDEMNITY, LIABILITY INSURANCE, PAYMENT OF COSTS AND EXPENSES:

(a) Tenant represents and agrees that it is self insured, and, shall store its property in and shall occupy the Leased Premises at its own risk. Tenant hereby releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. Landlord shall not be responsible or liable for any loss or damage to Tenant's agents, servants, employees, guests, or invitees, on the premises, or property that may be damaged or suffer loss by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises except for Landlord's own negligence. Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building, other than the leased premises, in the Shopping Center or in any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Landlord be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, steam or snow or ice, running, backing up, seepage or the overflow of water or sewage or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operating or use of any premises, building, machinery, apparatus or equipment in or about the Shopping Center by any person or by the acts of negligence of any occupant of any premises constituting a part of the Shopping Center.

(b) Tenant certifies that its employees are covered by the Alabama Workmen's Compensation Law and regulations, which law and regulations shall be followed by Tenant in all appropriate cases. Tenant further certifies that it shall respond in accordance with applicable law to any claims, suits or actions for damages in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the leased premises.

Section 25. LANDLORD'S INSURANCE. Landlord shall procure and maintain insurance covering fire and such other risks as are from time to time included in standard extended coverage endorsements, insuring in an amount after completion of construction of not less than ninety percent (90%) of the full insurable value (excluding foundation and excavation costs and costs of underground flues, pipes and drains) of the improvements and betterments installed by Landlord in the Shopping Center or such greater coverage as may be required by Landlord's mortgagee).

Section 26. REAL ESTATE TAXES: Tenant agrees to pay in advance to Landlord in equal monthly installments as additional rent Tenant's prorata share of any increase in currently applicable real estate taxes and assessments levied or assessed directly or indirectly against the land, as of the commencement date of the term of this lease, on all buildings, or other improvements constituting the "Leased Premises", as the same may be enlarged or reduced from time to time. Tenant's prorata share of real property taxes shall be the total of such taxes and assessments multiplied by a fraction, the numerator of which fraction shall be the area of the Leased Premises and the denominator of which shall be the area of all of the Leasable space in the Shopping Center. The improvements will be valued separately.

Notwithstanding the above, in the event that Landlord is relieved of the obligation to pay ad valorem taxes on the Leased Premises on the basis that the Tenant is a governmental authority, then Tenant shall likewise have no obligation to pay its share of ad valorem real estate taxes.

Section 27. FIRE OR OTHER CASUALTY:

If the Leased Premises shall be destroyed by fire or other casualty covered by Landlord's fire and extended coverage insurance, but the Leased Premises are not thereby rendered wholly untenable this Lease shall not terminate, but Landlord shall, with reasonable diligence, at Landlord's expense, not exceeding the amount of insurance proceeds actually received and retained by Landlord, cause such damage to be repaired and the fixed minimum rent payable hereunder shall be abated proportionately as to the portion of the Leased Premises rendered untenable bears to the total area of the Leased Premises, from the date of such casualty until the Leased Premises are rendered wholly tenable; provided, however, if the Leased Premises (a) by reason of such occurrence are rendered wholly untenable, or (b) are damaged as a result of a risk not covered by Landlord's insurance, or (c) if the building of which the Leased Premises are a part (whether or not the Leased Premises are damaged) is damaged to the extent of fifty percent (50%) of more of the floor area of the building, or (d) if the Shopping Center (whether or not the Leased Premises are damaged) to the extent of fifty percent (50%) or more of the Shopping Center, then and if any such events Landlord may either elect to repair the damage or may terminate this Lease by giving Tenant notice of termination within ninety (90) days after the occurrence of such event, the termination to be effective as of the date of the occurrence of such event. Rents payable hereunder shall be paid to the date of such termination, and Landlord shall make an equitable refund of rents paid in advance. Unless this Lease is terminated by Landlord, when Landlord's repairs are substantially completed and upon notification of such substantial completion by Landlord to Tenant, provided at the tenant's election, Landlord shall immediately provide, without rent, tenant with adequate space within the Shopping Center to install temporary facilities sufficient to tenant's needs until the leased premises are restored and available for tenant's occupancy. If Tenant has closed, Tenant shall promptly reopen for business when the Leased Premises shall have been repaired. Nothing hereinabove contained shall impose upon Landlord any liability to repair, rebuild or replace any property belonging to Tenant.

Landlord acknowledges that Tenant is self insured for most purposes. Tenant at its discretion may purchase at Tenant's expense and carry fire and extended coverage insurance, issued by a company licensed to do business in Alabama, in an amount adequate to restore and repair Tenant's property in, at or on the Leased Premises to its previous condition or better. If Tenant elects to purchase such insurance, Tenant will furnish Landlord certificates of such insurance.

Section 28. CONDEMNATION.

(a) Total. If the whole of the Leased Premises shall be taken by condemnation or other proceedings for any public or quasi-public use or purpose then this Lease and the term hereof shall terminate as of the date Tenant is required to yield possession of the Leased Premises pursuant to such taking. Provided, upon not less than six (6) months notice to Landlord, tenant may terminate the lease.

(b) Partial. If any part of the Lease Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then this Lease shall terminate as aforesaid. If such partial taking is not sufficiently extensive to render the premises unsuitable for the business of Tenant, then this lease shall continue in effect except that the fixed minimum rent shall be reduced in the same proportion that the floor area of the Leased Premises taken bears to the original floor area and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations so as to constitute the Leased Premises a complete architectural unit, but in no event shall Landlord be required to spend for such work an amount in excess of the net amount received free and clear by Landlord as damages for the part of the Leased Premises so taken; provided however, if more than twenty percent (20%) of the floor area of the building of which the Leased Premises are a part shall be taken as aforesaid (whether or not any portion of the Leased Premises is taken) Landlord may terminate this Lease by giving Tenant notice of termination within ninety (90) days after such taking, the termination to be effective as of the date Tenant is required to yield possession pursuant to such taking. Termination is to be effective as provided in (a) above. If this Lease is terminated as provided in this Section, rents shall be paid to the day that tenant quits the premises or possession is so taken by public authority and Landlord shall make an equitable refund of any rents paid by Tenant in advance.

(c) Award. Tenant shall not be entitled to and expressly waives all claim to any condemnation or other award for any such taking, whether whole or partial, and whether for diminution in value of the Leasehold or to the fee, or otherwise, except that Tenant shall have the right, to the extent permitted by law and provided that the same shall not reduce Landlord's award, to claim from the condemnor, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business and trade fixtures.

Section 29. DEFAULT BY TENANT.

(a) The happening of any one or more of the following events shall constitute a default under this Lease:

(i) Failure by Tenant to pay any rent or other payment or charge provided in this Lease to be paid by Tenant, as and when such payment becomes payable hereunder, and continuance of such failure for a period of ten (10) days after written notice to Tenant that such payment has not been received unless such failure has occurred twice in the immediately preceding twelve months, in which instance no notice shall be required.

(ii) Failure by Tenant to preform or observe any other agreement, covenant or condition required

by this Lease to be performed or observed by Tenant, for a period of fifteen (15) days after written notice to Tenant of such default, or if more than fifteen (15) days shall be required because of the nature of such default, failure by Tenant to commence within said fifteen day period and thereafter to proceed diligently to cure such default;

(iii) The filing of a voluntary petition in bankruptcy by Tenant, or the adjudication of Tenant as a bankrupt, or the approval by a court of competent jurisdiction as having been filed in good faith of a petition in any bankruptcy proceeding for the reorganization of Tenant instituted under Chapter XI or XIII of the Bankruptcy Code (Title 11, U.S.C.), as amended, or under any similar provision of any future bankruptcy act for the same or similar relief, and the time to appeal from such adjudication has expired; or, if a petition in bankruptcy is filed against Tenant and is not dismissed within ninety (90) days subsequent to being filed or in the event of a petition for reorganization under Chapter XI or XIII and the failure of the trustee to assume the Lease with all the assurance provided by the bankruptcy act within ninety (90) days of the filing of the petition, such failure to be considered a rejection of the Lease.

(iv) The making of an assignment by Tenant for the benefit of any or all of its creditors;

(v) Appointment by a court of competent jurisdiction of a receiver for all or any part of the properties of Tenant;

(vi) Vacation by Tenant of all or any portion of the Leased Premises, or abandonment of the properties of Tenant;

(vii) The removal, or attempted removal from the Leased Premises, except in the usual course of business, of the goods, furniture, fixtures or other property of Tenant brought thereon;

(viii) The taking of Tenant's interest in this Lease by execution or other process of law in an action against Tenant.

(b) Whenever any such event of default shall have occurred or continues beyond the applicable period of time after any required notice has been received as provided in Section 30 (a) (i) or (a) (ii), as the case may be, Landlord shall have the right at Landlord's option, to immediately, or at any time thereafter, terminate this Lease by giving Tenant ten (10) days notice of such termination and this Lease shall terminate on the date specified in such notice of cancellation, but Tenant shall remain liable hereunder as hereinafter provided. If the notice provided shall have been given and the Lease shall terminate as aforesaid or should Landlord elect not to terminate this Lease, in either event Landlord shall have the immediate right to re-enter the Leased Premises, with or without process of law, using such force as may be necessary, and remove all persons and property from the Leased Premises, and Landlord shall not be deemed guilty of trespass nor become liable for any loss or damage which may be occasioned thereby. Landlord shall have a lien for the payment of all sums agreed to be paid by Tenant hereunder upon all Tenant's property, which shall be in addition to any Landlord's lien now or that may hereafter be provided by law.

Should Landlord elect to re-enter, Landlord may make such alterations and repairs as may be necessary in order to relet the Leased Premises and may relet the Leased Premises or any part thereof (Landlord shall make a reasonable effort relet the premises by placement of signs in the store front and minimal advertising) for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rent and upon such other terms and conditions as Landlord may deem advisable, applying the net rents received by Landlord from such reletting, first to the payment of Landlord's costs and expenses in dispossessing Tenant and in reletting the Leased Premises, including, but not limited to, attorney's fees, court costs, brokerage fees and the costs and expenses of such alterations and repairs, second, to the payment of rent and any other indebtedness of Tenant due and unpaid to Landlord hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rent received from such reletting during any month be less than that due to be paid hereunder during that month by Tenant, Tenant shall pay any deficiencies to Landlord. Such deficiency shall be calculated and paid monthly.

In the event Landlord elects to terminate this Lease as provided herein, Landlord may recover from Tenant all damages Landlord may incur by reason of Tenant's default, including but not limited to, costs of repossessing the Leased Premises, attorney's fees and court costs, and including the worth at the time of such termination of the excess, if any, of the amount of rent and other charges provided herein to be paid by Tenant to Landlord for the remainder of the stated term of this Lease over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable by Tenant to Landlord.

In determining the monthly rent which would be payable by Tenant in the event of re-entry by Landlord as provided by this section, the annual rent for each year of the unexpired term shall be deemed to be (but only for the purpose of this Section) the average annual rental (computed upon the aggregate of the fixed minimum rent and other charges) for the period beginning with the commencement of the term of this lease and ending with the date of re-entry or for the three (3) full lease years next preceding the date of re-entry, whichever of the two periods is shorter.

In addition to the rights and remedies of Landlord specified in this Section, Landlord shall, in the event of Tenant's default under this Lease, have such other rights and remedies as may be afforded by law or equity. The rights and remedies given Landlord under this Section are distinct, separate and cumulative and the exercise of any of them shall not be deemed to exclude Landlord's right to exercise any or all of the others.

No re-entry by Landlord under the provisions of this Section shall bar the recovery of rent or damages for the

breach of any of the covenants, agreements or conditions on the part of Tenant herein contained. The receipt of rent after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder shall not be deemed a waiver or forfeiture of Landlord of any of the rights or remedies provided for herein.

Landlord is not required to give notice of default and/or termination, or re-enter the premises prior to the institution of any lawsuit against Tenant for breach of the terms or conditions of this agreement.

Section 30. SECURITY INTEREST IN PERSONAL PROPERTY OF TENANT. In addition to all Landlord's liens provided by the law of the State of Alabama, Tenant grants Landlord a security interest in, and a lien upon the Tenant's interest in the Leased Premises and in the trade fixtures and equipment installed therein, furniture and inventory as security for the payment of rent, and performance of other obligations undertaken by Tenant in this agreement. Such lien shall be prior and superior to any and all other liens thereupon whatsoever. Tenant agrees to execute any and all documents necessary for perfecting such security interest, at the sole discretion of Landlord.

Section 31. ACCESS TO PREMISES. Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Leased Premises as may be necessary for the servicing of the Leased Premises or other portions of the Shopping Center. Landlord shall also have the right to enter the Leased Premises at all times to inspect or to exhibit the same to prospective purchasers, mortgagees, and tenants and to make such repairs, additions, alterations and improvements as Landlord may deem desirable. Landlord shall be allowed to take all material in, to and upon the Leased Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rents reserved shall in no wise abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise and Tenant shall have no claim for damages. The provisions of this Section shall not be for the maintenance or repair of the Leased Premises or the building of which it is a part, except as otherwise herein specifically provided. During the six (6) months prior to the expiration of this Lease, Landlord may place upon the Leased Premises "For Rent" signs, which Tenant shall permit to remain therein.

Section 32. QUIET ENJOYMENT AND MORTGAGES. Landlord covenants that subject to Tenant's complying with all the terms and conditions of this Lease on Tenant's part to be complied with and performed, Tenant shall have the peaceable and quiet possession of the Leased Premises during the term of this Lease. Landlord and Tenant agree that this Lease is and shall be subject and subordinate at all times to all ground Leases, all mortgages, which may now or hereafter affect or relate to the real property of which the Leased Premises form the part, and all renewals, modifications, consolidations, participations, replacements and extensions thereof. The term "mortgages" as used herein shall be deemed to include trust indentures, deeds of trust and security deeds. Tenant agrees to attorn to any underlying ground lessor or mortgagee who shall succeed to Landlord's interest in this Lease upon request of such ground lessor or mortgagee, provided that Tenant's rights under this Lease shall continue in full force and effect and Tenant's possession be undisturbed so long as Tenant shall not be in default under this Lease.

If any mortgagee requires that this Lease be prior rather than subordinate to any such mortgage or ground-lease, Tenant shall promptly upon request therefor execute a document effecting and/or acknowledging such priority which document shall contain at the option of such mortgagee an attornment agreement to the mortgagee as Landlord in the event of foreclosure or to any party acquiring title through such mortgage in such event, provided that Tenant's rights under this Lease shall continue in full force and effect and Tenant's possession be undisturbed so long as Tenant shall not be in default under this Lease.

Section 33. FURTHER AGREEMENTS AND COVENANTS OF TENANT. Tenant further covenants and agrees to (a) receive and deliver goods and merchandise only by way of the rear of the Leased Premises or any other location designated by Landlord, and only at such times as may be designated for such purpose by Landlord; (b) store all trash and refuse in adequate containers within the Leased Premises, in a neat, clean condition so as not to be visible to the public and so as not to create any health or fire hazard and to attend to the daily disposal thereof at Tenant's expense and in a manner as may be directed by Landlord; (c) use and cause to be used plumbing facilities only for the purpose for which they are constructed and no foreign substance of any kind shall be thrown therein; (d) keep the outside areas immediately adjoining the Leased Premises clean and free from dirt and rubbish, and Tenant shall not place, suffer or permit any obstructions or merchandise in such areas; (e) not use the public or common areas in the Shopping Center for business purposes and not distribute handbills or other advertising matter therein; (f) park Tenant's vehicles and cause Tenant's employees to park their vehicles only in those portions of the parking area, if any, designated for that purpose by Landlord; (g) not use or permit the use of any objectionable advertising medium such as, but not limited to, loud speakers, phonographs, public address systems, sound amplifiers, radio or broadcasts within the shopping Center which is in any way audible or visible outside the Leased Premises; (h) not burn trash or garbage in or about the Leased Premises, the Shopping Center or within one mile of the outside radius of the Shopping Center; (i) not place, suffer or permit displays, decorations or shopping carts on the sidewalk in front of the Leased Premises or on or upon any of the common areas in the Shopping Center; (j) not conduct or permit any going-out-of-business, fire, or auction sales on or about the Leased Premises; and (k) conform and cause Tenant's employees to conform to all rules and regulations which Landlord may adopt for the use and care of the Leased Premises, the building of which the Leased Premises are a part and the common areas and facilities of the Shopping Center.

Section 34. UNAVOIDABLE DELAYS. In the event that either party hereto is rendered unable to carry out any obligations of such party under this Lease, either wholly or in part, because of unavoidable delays, then such obligations shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term "unavoidable delay" as employed herein shall mean acts of God, strikes, lockouts, wars, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rules and people, civil disturbances, explosions, breakage or accidents

to machinery, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of due diligence such party is unable to overcome; provided, however, notwithstanding any contrary provisions contained in this Section 35, no obligation of either party hereto shall be suspended where such obligation is for, or relates to the payment of money.

Section 35. SURRENDER AT END OF TERM. Upon the expiration of the term hereof, or sooner termination of this Lease, Tenant agrees to surrender and yield possession of the Leased Premises to Landlord, peacefully and without notice and in good order and condition, but subject to ordinary wear and reasonable use thereof and subject to such damage or destruction or condition as Tenant is not required to restore or remedy under other terms and conditions of this Lease.

Section 36. ESTOPPEL CERTIFICATES. At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord or mortgagee a statement in writing certifying among other things, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the date to which the fixed minimum rent and other charges have been paid.

Section 37. WAIVER OF SUBROGATION. If the same can be done (and if payment of additional premium is required the party benefitting shall pay such additional premium), each party to this Lease shall require each of the insurers under policies of insurance which such party procures or maintains in relation to the Leased Premises the contents thereof to waive in writing any and all rights of subrogation which such insurer might otherwise have against the other party to this Lease or its agents or employees notwithstanding liability, expense, claim or damage to the other's property or interest in respect to which and to the extent that said property or interest is covered by insurance, whether such loss or damage be occasioned by the negligence of such party, its servants, employees or otherwise. The parties hereto do hereby waive any and all right of recovery against each other for losses covered by such policies, provided the insurance companies issuing same shall waive subrogation rights.

Notwithstanding any contrary provisions contained in this Section, this Section shall not apply to relieve Tenant of its obligation to repair, at Tenant's cost and expense, as required by any other sections of this Lease.

Section 38. LANDLORD'S RIGHTS TO CURE TENANT'S DEFAULTS. Landlord may, but shall not be obligated to, cure at any time, without notice, any default under this Lease and whenever Landlord so elects, all costs and expenses incurred by Landlord in curing such default, except late rent, together with interest from the time of billing at 1-1/2% per month shall be paid by Tenant to Landlord on demand.

Section 39. NO WAIVER. Failure of Landlord to insist upon the strict performance of any provision of this Lease or to exercise any option or any rules and regulations shall not be construed as a waiver in the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver be in writing and signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy in this Lease provided. No waiver by Landlord in respect to one Tenant shall constitute a waiver in favor of any other Tenant in the Shopping center.

Section 40. NOTICES. Any notice and demand which may be or is required to be given under this Lease shall be in writing and sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed (a) if to Landlord, c/o All South Properties, Inc., 529 Beacon Parkway West, Suite 204, Birmingham, Alabama 35209, and (b) if to Tenant, at the address shown above. Landlord and Tenant shall each have the right from time to time by giving written notice to the other, to change their respective above designated address and names of the parties to whom notices and demands are to be sent.

Section 41. LEASE BINDING, ETC. Except as otherwise expressly provided herein, this Lease and all provisions, and shall inure to the benefit of Landlord, Tenant, and their respective heirs, legal representatives, successors and assigns. Substantive and procedural law of the State of Alabama shall govern this agreement.

Section 42. MODIFICATION OF AGREEMENTS. There shall be no modification of this written Lease Agreement except in writing and signed by the party to be charged.

Section 43. PROFESSIONAL FEES AND OTHER COSTS. Tenant agrees to pay Landlord, or on Landlord's behalf, a reasonable attorney or other professional fee in the event Landlord employs an attorney or other professional for any of the following purposes: to collect any rents due hereunder by Tenant; or to protect the interest of Landlord in the event that Tenant is adjudicated or adjudged bankrupt; or legal process is levied upon the goods, furniture, effects or personal property of the Tenant upon said premises or upon the interest of the Tenant in this Lease or in said premises; to prevent the Tenant from violating or to rectify the violation of any of the terms, conditions, or covenants on the part of the Tenant herein contained. Tenant further agrees to pay all other reasonable costs incurred by Landlord in securing the performance by Tenant of all said terms, conditions or covenants of this agreement. Said reasonable attorneys fees and other costs shall be not less than actual cost to Landlord for said services. Reasonable fees shall be deemed to be not less than the normal hourly rate or rates charged by Landlord's said professionals for other or

474 similar work done by said Professionals. The billing and collection of said professional fees and other costs shall not
475 require Landlord filing suit against Tenant for the performance of the terms, conditions and obligations of said Lease.

476 **Section 44. CAPTIONS AND HEADINGS.** The captions and headings of the Articles and Sections of this
477 Lease Agreement are for convenience only and shall not be considered or referred to in resolving questions of
478 interpretation or construction.

479 **Section 45. TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of
480 each of the covenants and agreements under this Lease.

481 **Section 46. CONSTRUCTION OF TERMS.**

482 (a) Printed parts of this Lease shall be as binding upon the parties hereto as other parts hereof. Parts of
483 this Lease which are written or typewritten shall have no greater force or effect than, and shall not control, parts which
484 are printed, but all parts shall be given equal effect. Tenant declares that Tenant has read and understands all parts of
485 this Lease, including all printed parts hereof. If any provision contained in a rider, if any, is inconsistent with a printed
486 provision, the rider provision shall control.

487 (b) Any provision or provisions of this Lease which may prove to be invalid, void, or illegal shall in no
488 way affect impair or invalidate any other provision hereof - and the remaining provisions hereof shall nevertheless
489 remain in full force and effect.

490 **Section 47. WAIVER REGARDING BILLINGS.** Tenant's failure to object to any statement, invoice or
491 billing rendered by Landlord within a period of sixty (60) days after receipt thereof shall constitute Tenant's
492 acquiescence with respect thereto and shall render such statement invoice or billing due and payable by Tenant.

493 **Section 48. NO PERSONAL LIABILITY OF LANDLORD.** The term "Landlord" as used in this
494 Lease means only the owner or mortgagee in possession for time being of the building in which the Leased premises are
495 located or the owner of a leasehold interest in said building and/or the land thereunder (or the managing agent of any
496 such owner or mortgagee) so that in the event of sale of said building or leasehold interests or an assignment of this
497 Lease, or a demise of said building and/or land, Landlord shall be and hereby is entirely freed and relieved of all
498 obligations of Landlord subsequently accruing.

499 It is specifically understood and agreed that there shall be no personal liability of Landlord (nor Landlord's
500 agent, if any) in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or
501 default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in
502 the shopping Center for the satisfaction of Tenant's remedies.

503 **Section 49. HOLDING OVER.**

504 (a) If Tenant holds over with Landlord's written consent after expiration or other termination of this
505 Lease, or if Tenant continues to occupy the premises after termination of Tenant's right of possession pursuant to other
506 provisions in this Lease, Tenant shall through the entire holdover period, pay rent equal to twice the rent which would
507 have been applicable had the term of this Lease been continued through the period of such holding over by Tenant.

508 (b) No possession by Tenant after the expiration of the term of this Lease shall be construed to extend the
509 term of this Lease unless Landlord has consented to such possession in writing.

510 **Section 50. REPRESENTATIONS OF TENANT AND LANDLORD AS TO THE ENTIRETY OF THE**
511 **AGREEMENT, ETC.:** TENANT HEREBY REPRESENTS TO LANDLORD AND LANDLORD HEREBY
512 REPRESENTS TO TENANT THAT THIS LEASE SETS FORTH THE ENTIRE AGREEMENT BETWEEN THE
513 PARTIES. ANY PRIOR CONVERSATION, UNDERSTANDINGS, ORAL AGREEMENTS NOT HEREIN
514 REDUCED TO WRITING, PRIOR WRITINGS OR ANY OTHER ITEM NOT CONTAINED HEREIN ARE
515 HEREBY MERGED HEREIN AND EXTINGUISHED. TENANT REPRESENTS TO LANDLORD THAT IT IS
516 ENTERING INTO THIS LEASE BASED SOLELY ON THE WRITING CONTAINED HEREIN AND THE
517 TENANT HAS NOT RELIED AND IS NOT RELYING ON ANY REPRESENTATION, WHETHER WRITTEN OR
518 ORAL, NOT CONTAINED IN WRITING IN THIS AGREEMENT. TENANT FURTHER REPRESENTS THAT
519 TENANT WILL NOT ASSERT IN ANY WAY ANY CLAIM THAT LANDLORD, ITS AGENTS, OR EMPLOYEES
520 IN ANY WAY REPRESENTED, MISREPRESENTED, PROMISED, AGREED OR HAD ANY UNDERSTANDING
521 REGARDING THE LEASE OF THE LEASED PREMISES NOT CONTAINED HEREIN. TENANT REPRESENTS
522 THAT IT HAS COMPLETELY READ AND FULLY UNDERSTANDS ALL THE PROVISIONS OF THIS LEASE
523 OR THAT TENANT WAS REPRESENTED BY COMPETENT COUNSEL WHO READ AND/OR EXPLAINED
524 ALL PROVISIONS TO TENANT.

IN WITNESS WHEREOF, the parties have respectively executed this agreement the day and year first above written.

LANDLORD:
B.A.S.L.L.P.

Fuad Shummarah, Partner
By: Fuad Shummarah, Partner

TENANT:
JEFFERSON COUNTY ALABAMA

Gary White
By: Gary White
President, Jefferson County Commission

ATTEST:

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority in and for said County, in said State, hereby certify that Gary White, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed and delivered the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of January, 1999.

Paul Reynolds
Notary Public
My commission expires: MY COMMISSION EXPIRES
OCTOBER 2, 2002
STATE AT LARGE

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority in and for said County, in said State, hereby certify that Gary White, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed and delivered the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of Jan, 1999.

Virginia T. White
Notary Public
My commission expires: 7-15-2000

APPROVED BY THE
JEFFERSON COUNTY COMMISSION
DATE: 1-20-99
MINUTE BOOK: 123
PAGE(S): 291

EXHIBIT "A"

A tract of land in the NE 1/4 of NE 1/4 and the NW 1/4 of NE 1/4 of Section 23, Township 18 South, Range 3 West, said tract of land lying South of Carr Avenue, NE of the Green Springs Highway and SW of the Columbiana Road more particularly described as follows:

Begin at the NW corner of the NE 1/4 of NE 1/4 of Section 23, Township 18 South, Range 3 West; thence East along the North line of said NE 1/4 of NE 1/4 a distance of 443.96 feet to the Point of Intersection of said North line of the NE 1/4 of NE 1/4 and the Southwesterly line of the 40.0 foot wide Columbiana Road; thence 57 degrees 14 minutes to the right in a Southeasterly direction along the Southwesterly line of the 40.0 foot wide Columbiana Road a distance of 47.57 feet to the Point of Beginning; thence continuing in a Southeasterly direction along the Southwesterly line of the Columbiana Road a distance of 18.85 feet to the (P.C.) Point of a Curve; thence in a curve to the right having a radius of 362.54 feet and a central angle of 28 degrees 56 minutes 15 seconds a distance of 183.10 feet to the (P.T.) Point of Tangent of said curve; thence continue in a Southeasterly direction in the tangent of said curve a distance of 71.12 feet to a Point; thence 68 degrees 25 minutes to the right in a Southwesterly direction a distance of 309.91 feet to a Point; thence 3 degrees 35 minutes to the left a distance of 268.69 feet to a Point on the Northeastly right of way line of the 120.0 foot wide Green Springs Highway; thence 85 degrees 44 minutes 15 seconds to the right in a Northwesterly direction along said Northeastly right of way line of the Green Springs Highway a distance of 647.99 feet to the Point of Intersection of said Northeastly right of way line of said Green Springs Highway and the Southerly line of Carr Avenue; thence 123 degrees 15 minutes 30 seconds to the right in an Easterly direction a distance of 98.14 feet to a Point; thence 8 degrees 07 minutes to the right continuing in an Easterly direction along the Southerly line of said Carr Avenue a distance of 131.96 feet to a Point; thence 8 degrees 07 minutes to the left continuing in an Easterly direction along the Southerly line of said Carr Avenue a distance of 568.59 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land in the NW 1/4 of the NE 1/4 of Section 23, Township 18 South, Range 3 West, Jefferson County, Alabama more particularly described as follows:

Begin at the NE corner of the NW 1/4 of the NE 1/4 of Section 23, Township 18 South, Range 3 West; thence West along the North line of Section 23, Township 18 South, Range 3 West a distance of 342.45 feet to the Point of Intersection of said North line of Section 23 and the Northeastly right of way line of Green Springs highway; thence 123 degrees 15 minutes 30 seconds to the left in a Southeasterly direction of 24.95 feet to the Point of Beginning. Said Point of Beginning being the Point of Intersection of said Northeastly right of way line of the Green Springs Highway and the Southerly line of Carr Avenue; thence continuing in a Southeasterly direction along the Northeastly right of way line of said Green Springs Highway a distance of 225.0 feet to a Point; thence 90 degrees 00 minutes to the left in a Northeastly direction a distance of 133.67 feet to a Point on the Southerly line of Carr Avenue; thence 48 degrees 53 minutes 30 seconds to the left in a Westerly direction a distance of 56.99 feet to a Point; thence 7 degrees 51 minutes to the left and continuing in a Westerly direction along the Southerly line of Carr Avenue a distance of 98.14 feet to the Point of Beginning.

EXHIBIT "A-1"

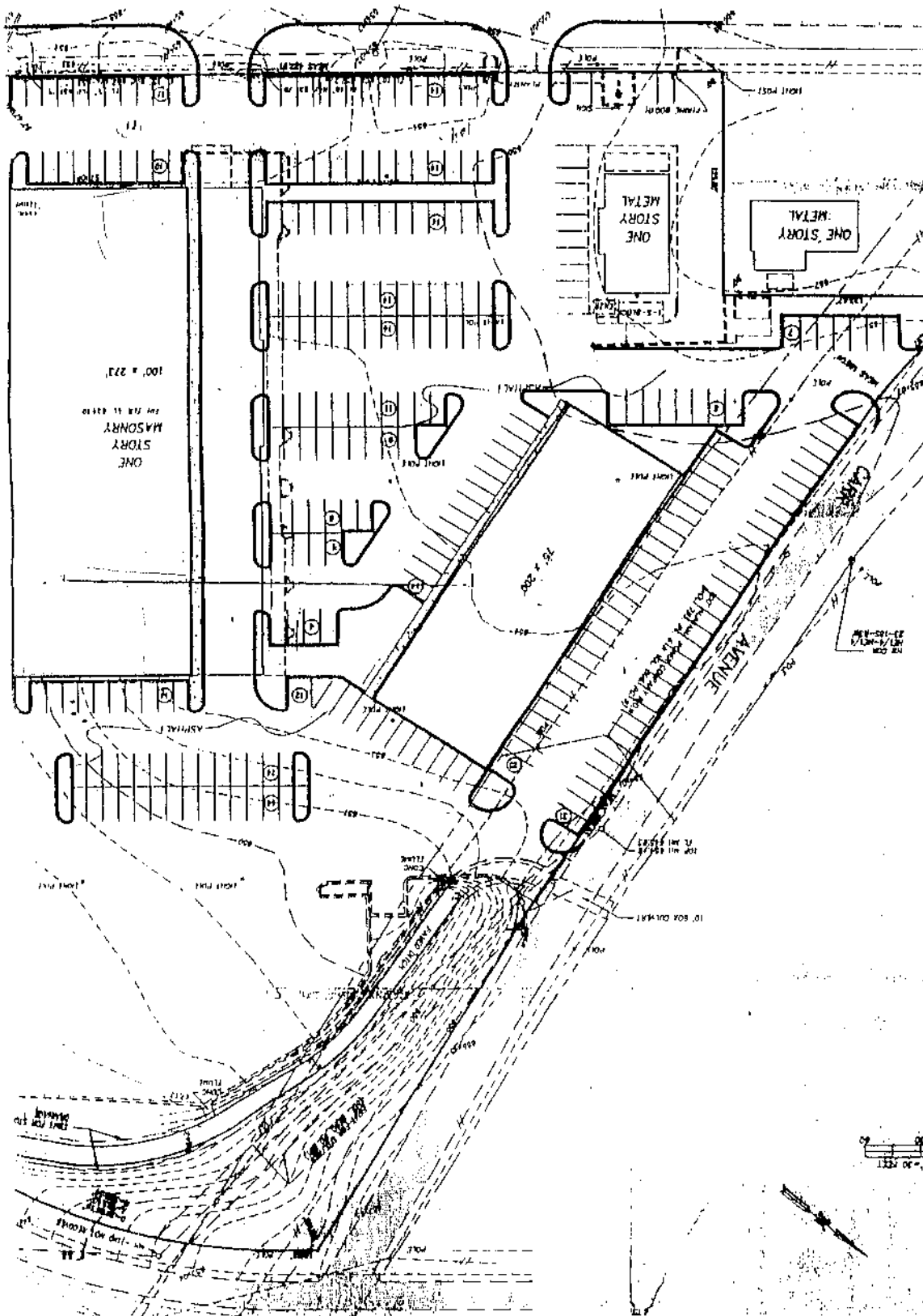


EXHIBIT B

SCOPE OF DEVELOPMENT

The proposed development requires the redevelopment of the Regency Square site along with renovations to existing buildings and improvements. The scope of the development is outlined herein. The actual plans and specifications for the site improvements and building construction will be detailed in plans and specifications to be prepared in accordance with the following scope of work:

SITE WORK

The scope of improvements will be detailed and illustrated on the civil plans and specifications to be prepared by the Landlord and approved by the Landlord and Tenant. The scope of work is as follows:

- A. Existing parking areas will be re-paved and striped.
- B. Curb and guttering will be constructed along Carr Avenue with access points at either end of the proposed building.
- C. The parking lot lighting will be redesigned to accommodate the redevelopment of the site. Some existing lighting may remain but all lighting will be the same and illumination will be consistent throughout the site.
- D. Landscaping will be installed around the building and along the sidewalks. Parking areas will not have extensive landscaping within the field of parking.
- E. The site will be designed with parking in accordance with code requirements. However, a minimum of 110 spaces will be maintained in a parking field around the new building. This field of parking will be delineated on the site plan. The objective is to keep a minimum number of non-exclusive parking spaces for the County's employees and customers.
- F. A portion of the existing building, wherein the County's space is currently located, will be demolished for additional parking. The remainder of the building will be renovated. The renovation will complement the new County facility.
- G. The development of the site will be in phases. The first phase will be to develop the new building and the parking fields around the building. The second phase will involve the demolition and renovation of the existing building. This work will begin after the County vacates its existing premises.

BUILDING IMPROVEMENTS

The building design and improvements will be subject to Landlord and Tenant approval. An architect, as directed by the County, will prepare the building plans and specifications. The proposed building will be built to suit the design requirements of the County. The estimates of cost to date include the following features:

- A. The building design will be in accordance with the County's footprint design, as shown on Exhibit C to the Letter of Intent.
- B. Interior suspended acoustical tile ceiling with 2x2 drop-in panels.
- C. 2x4 drop-in light fixtures with lens.
- D. Public bathrooms according to Exhibit C.
- E. A vault for secure storage.
- F. Single store pre-engineered metal structure, brick veneer exterior and standing seam metal hip roof.
- G. Glass store front.
- H. Electrical Rough-in for ceiling lighting and code required plugs.
- I. HVAC system with supply trunk line.
- J. All interior build out of partitioning walls, doors, electrical outlets and plugs, air conditioning supply duct, registers and grills, painting and decorating, flooring, counters and all other interior improvement is estimated at \$20.00 per square foot.
- K. Sprinkler system is not included in scope of work.
- L. A vault is estimated based on the County's estimates.
- M. County will be responsible for the installation of its furniture, fixtures and equipment.
- N. Any useable material in the existing county space, suitable for installation in the new building, will be used.
- O. Interior signage as required by ADA or current building standards.

EXHIBIT C
**JEFFERSON COUNTY BUILDING
DEVELOPMENT COST ESTIMATE
REGENCY SQUARE REDEVELOPMENT**

Gross Building Area 15,000
Total Land Acreage 1.20
Land Value per Acre \$200,000

	<u>Units</u>	<u>Total Costs</u>	<u>Cost psf</u>
Land Cost			
Main Parcel Land Price (\$/ac)	\$200,000	\$240,000	\$16.00
Closing Costs - Misc	0.00%	0	0.00
Total Land Cost		\$240,000	\$16.00
Site Dev. Cost			
Sitework & Landscaping	\$65,000	\$78,000	\$5.20
Total Site Development Cost	\$65,000	*\$78,000	\$5.20
Hard Costs:			
Shell Cost	\$32.33	\$485,000	\$32.33
Brick Veneer	2.59	38,900	2.58
Metal Seam Hip Roof	12.60	189,000	12.60
Baths As Specified	1.33	20,000	1.33
Electrical Rough in	2.00	30,000	2.00
HVAC Trunk Line	0.53	8,000	0.53
Acoustical Ceiling and Lights	4.90	73,500	4.90
Interior Improvements Allowance (\$/sf)	20.00	300,000	20.00
Vault Estimate	0.90	13,500	0.90
Hard Cost Contingency	3.00%	2,340	0.16
Pylon Signage	0.10	1,500	0.10
Total Hard Costs		\$1,161,740	\$77.43
Soft Costs:			
Architect & Engineering	2.15%	\$25,000	\$1.67
Civil Engineer		5,000	0.33
Environment / Wetlands		0	0.00
Geotechnical Testing		5,000	0.33
Permits		0	0.00
Impact Fees		0	0.00
Title Fee		0	0.00
Legal Fees		10,000	0.67
Survey		2,500	0.17
Development Fee	0%	0	0.00
Insurance (Builder's Risk)		0	0.00
Appraisal (for exit)		0	0.00
Broker Fee	\$2.67	20,000	1.33
Loan Fee	0.75%	7,500	0.50
Loan Interest	9.00%	37,125	2.48
R E Taxes During Construction		0	0.00
Soft Cost Contingency	10.00%	13,213	0.88
Total Soft Costs		\$145,338	\$8.36
Total Development Cost		\$1,547,078	\$103.14
Additional Facility Expenses	\$1.85	416,250	
Total Development Cost		\$1,963,328	
Estimated Annual Rent	10.00%	\$196,332	\$13.08

*Current Tenant has been credited this amount as a final settlement rebate on the now existing buildout.

[illegible]

EXHIBIT "E"

SIGN CRITERIA

A. The Sign Criteria is designed to insure continuity of signage within the Center. The requirements contained herein are intended to provide adequate exposure for the Tenant's merchandising and identification while maintaining the overall appearance critical to the success of the Center.

B. Tenant is required to purchase its own signs and to pay all costs for installation and any electrical service connections (to the Tenant's individually metered service) as required. Design of the sign shall conform to the criteria contained herein and to the drawings furnished by the Landlord unless otherwise approved.

C. Landlord reserves the right to approve or disapprove all proposed signs and/or graphic treatments per the Landlord's interpretation of these criteria. Each Tenant shall supply three copies of scaled drawings to the Landlord for review and approval.

D. The criteria for Tenant signage described below shall be followed and maintained during the life of the Lease:

(1) All signs must be fabricated as described below by a reputable sign contractor. The Landlord may reject installed signs if in the Landlord's sole opinion the signs do not meet the overall quality standards of the shopping center.

(2) Signs may be lighted or unlighted. Lighted signs shall consist of individual channel letters, numbers or symbols with 5" returns fabricated using .040 gauge aluminum with 1/8" Rohm and Haas or equal plexiglass faces trimmed with 1" black jewelite trim. Unlighted signs shall be the same as above except they shall be 2" in depth.

(3) Exterior returns of letters, numbers or symbols shall be finished with Mathews Acrylic Polyurethane dark bronze #313 or equal.

(4) All lighted letters, numbers or symbols shall be illuminated using 13 mm white neon installed on 1-1/2" tube support.

(5) All individual letters, numbers or symbols shall be mounted on 6" deep x 8" high aluminum raceway (or larger if required) centered behind copy. All wiring and transformers must be concealed in raceway. Raceways shall be finished using automotive Acrylic enamel finish, special color match to blend with brick is required (Benjamin Moore ET22).

(6) Maximum height of single line of copy shall be 24". Major Tenant signage shall be reviewed on an individual basis.

(7) Maximum total height of sign (2 or more lines of copy or approved logo) shall be 38".

(8) Maximum total width of sign shall not exceed 80% of the Tenant's Lease frontage without approval of the Landlord.

(9) Letter style shall be the option of the Tenant with approval of the Landlord.

(10) Sign fabrication shall comply with any applicable building codes and the National Electrical Code, and all internal and external wiring, lighting and other electrical devices shall bear the UL label. It is the Tenant's responsibility to verify that his sign and its installation are in accordance with these requirements.

(11) Electrical service connections and controls shall be the responsibility of the Tenant. Electrical service for all signs shall connect to the Tenant's individually-metered electrical service.

(12) All signs shall be mounted on the front fascia and centered top to bottom and centered left to right. All fasteners shall be of non-corrosive material and concealed.

(13) Tenant shall be responsible for the removal of its signs upon termination of Lease. Fascia and other building elements shall be returned to the original condition and all penetrations appurtenant to the Tenant's sign installation